A vendor of realty with an equitable lien for part of the purchase price still has an insurable interest. *Continental Ins. Co.* v. *Brooks* (1901) 131 Ala. 614, 30 So. 876. Some courts, so holding, permit the vendor to recover the insurance only for the benefit of the vendee. *Reed* v. *Lukens* (1863) 44 Pa. St. 200. Though this result is equitable, if the policy stipulates for avoidance upon change of interest in the property, actually there seems to be a complete change of interest if the insured must sue for the benefit of the vendee. But there is no such objection if the policy is to become void only upon change of title. In some jurisdictions, the risk of loss passing to the vendee under the contract, prevents recovery by the vendor. *Gottingham* v. *Firemen's Ins. Co.* (1890) 90 Ky. 439, 14 S. W. 417. Where the vendor can recover, payment of the entire purchase price seems immaterial if legal title has not passed, for the equities between vendor and vendee are no defence to the insurer. See *Hill* v. *Cumberland etc. Co.* (1868) 59 Pa. St. 474, 477; Mac Gillivray, *Insurance Law* (1912) 130, 132-133. There, however, in a jurisdiction which subrogates the insurer to the vendor's claims against the vendee, notwithstanding a technical right of action against the insurer, the insurer could set off against the insured's claim the payment of the purchase price. In such jurisdiction, if the vendor later receives the full purchase price, the insurer may recover the insurance paid. *Castellain* v. *Preston* (1883) L. R. 11 Q. B. D. 380; see *Phoenix Assurance Co.* v. *Spooner* [1905] 2 K. B. 753. Where the risk of loss is on the vendor he retains the insurance recovered. *Phinizy* v. *Guernsy* (1900) 111 Ga. 346, 36 S. E. 796.

LANDLORD AND TENANT—EXPIRATION OF LANDLORD'S TITLE—ESTOPPEL.—The plaintiff alleged that his lease ran until December 10, 1920; his lessor contended that it ran only to December 31, 1917. The defendant, the plaintiff's sub-lessee for the year ending December 31, 1917, negotiated a lease for a new term, beginning January 1, 1918, with the owner of the fee. In a summary dispossess proceedings instituted on January 1, 1918, *held,* the defendant could not set up as a defense the expiration of the plaintiff's lease. *Lee* v. *Lacy* (Ga. 1920) 105 S. E. 619.

It is stated as a general rule that a tenant is estopped to deny his landlord's title. *Willoughby* v. *Security Trust etc. Co.* (1918) 209 Ill. App. 449; Tiffany, *Landlord and Tenant* (1910) 426. Where the lessee, however, has been evicted by the holder of the paramount title, upon re-entry under the latter, the lessee is no longer estopped. *Gilliam* v. *Moore and Freeman* (1852) 44 N. C. 95; see *Stanley* v. *Topping* (1914) 71 Ore. 590, 601, 143 Pac. 632. And so where in order to escape actual eviction the lessee attorns to the holder of the paramount title. *Nashua Light, etc. Co.* v. *Francestown, etc. Co.* (1908) 74 N. H. 511, 69 Atl. 883; see *De Forest* v. *Walters* (1897) 153 N. Y. 229, 242, 47 N. E. 294; *contra, Rogers* v. *Boynton* (1877) 57 Ala. 501. And a lessee may set up as a defense that the lessor's title has expired of its own limitation. *Harrington* v. *Sheldon* (1917) 196 Mich. 388, 163 N. W. 64; *Welchi* v. *Johnson* (1910) 27 Okla. 518, 112 Pac. 989; *contra, Osborn* v. *Golden Gate Lumber Co.* (Cal. 1899) 58 Pac. 1. The instant case is decided under a statute which provides that a "tenant cannot dispute his landlord's title, nor attorn to another claimant while in possession." Ga., Ann. Code (Park, 1914) § 3698. Construing the statute strictly, the instant case is correctly decided. But the better view would be to regard it as merely declaratory of the common law as the Georgia courts, prior to the instant case, seem to have done. *Raines* v. *Hindman* (1911) 136 Ga. 450, 71 S. E. 738. Under this latter view the defendant lessee should have been permitted to introduce evidence of the expiration of his lessor's title and to set up the necessity of attorning to the owner of the fee in order to escape eviction. And it is only by allowing

such a defense that the defendant is properly protected. *Cf. Atlantic Ry.* v. *Spires* (1907) 1 Ga. App. 22, 57 S. E. 973.

LANDLORD AND TENANT—NEW YORK RENT LAWS.—(1) On April 6, 1920, the plaintiff leased to the defendant, a new tenant, for a term of seventeen months to commence May 1, 1920. The tenant paid rent the first month but not thereafter, alleging the amount to be oppressive. The landlord brought summary proceedings. *Held,* for the defendant, the defense given by N. Y. Laws (1920) cc. 136, 139, not being limited to hold-over tenants. *Stewart* v. *Schattman* (Sup. Ct. App. T. 1921) 65 N. Y. L. J. 253. (2) In March 1920 the plaintiff and the defendant agreed to a lease renewal, rental increased, for a two year term from Oct. 1, 1920. The defendant tenant continued in possession, but when the time came he refused to pay the new amount. In an action for the rent, *held,* for the plaintiff, on the ground that N. Y. Laws (1920) c. 136 was not designed to operate retrospectively. *Sylvan Mortgage Co., Inc.* v. *Stadler* (Sup. Ct. App. T. 1921) 65 N. Y. L. J. 535.

The drastic effect of the Rent Laws upon certain venerable legal relationships causes perplexing problems in statutory construction. Under the *Schattman* case, one who becomes a tenant after the passage of the statute, can, without fear of dispossession, repudiate his undertaking to pay an agreed rental. A hold-over tenant, however, can similarly repudiate his agreement to surrender. *People ex rel. Durham R. Corp.* v. *La Fetra* (1921) 230 N. Y. 429. Legalistically no distinction is apparent. In both instances, assurance of certain conduct obtains the premises for the tenant. But, as a practical matter it may be queried whether in both cases there is the same social and economic justification for permitting repudiation. In the *Stadler* case the statute conferring the defense to the action for rent is not given retrospective effect. But in the *La Fetra* case the statute withholding the remedy of summary proceedings is. Courts are reluctant to construe legislation retrospectively. See *Jacobus* v. *Colgate* (1916) 217 N. Y. 235, 240, 111 N. E. 837; *Huttlinger* v. *Royal Dutch etc. Mail* (1917) 180 App. Div. 114, 115, 167 N. Y. Supp. 158. Should this principle, in view of the situation inducing the Rent Laws, justify a distinction between the application of the remedy whch puts a tenant into the street, and that which merely subjects him to a money judgment for breach of contract?

LIBEL—PRIVILEGE—PUBLICATION TO STENOGRAPHER.—In response to a request by the plaintiff for a letter of recommendation, the defendant dictated to his stenographer a libelous letter addressed to the plaintiff. In an action for libel, *held,* for the plaintiff. *Nelson* v. *Whitten* (D .C., E. D., N. Y. 1921) 64 N. Y. L. J. 2107.

That the libelous statements were published to the stenographer is clear. See *Pullman* v. *Hill & Co.* [1891] 1 Q. B. 524, 527; (1920) 20 COLUMBIA LAW REV. 30, 369. Where the publication to the stenographer is a reasonable means of procuring the communication liability may be avoided on the ground that the main communication is privileged. *Boxsius* v. *Goblet Fréres* [1894] 1 Q. B. 842; *contra, Gambrill* v. *Schooley* (1901) 93 Md. 48, 48 Atl. 730. An occasion is said to be privileged where there is a legal or moral duty to communicate to one having an interest. See *Edmondson* v. *Birch & Co.* [1907] 1 K. B. 371, 380. In the principal case, the defendant was under no duty to tell the plaintiff anything. There is no reason in policy for attaching a privilege to a communication merely because the relationship of master and servant exists, since such a communication may be just as damaging to the plaintiff as if made to a stranger. See *Pullman* v. *Hill & Co., supra.* And, since the main communication was not privileged in the sense that there was no legal or moral duty to communicate to the plaintiff, the court properly held the defendant liable.